

# EXHIBIT 2



Google, Inc.  
1600 Amphitheatre Parkway  
Mountain View, CA 94043  
650-623-4000

## Google Advertising Service Agreement

### Customer

AdTradr Corporation  
95 Model Avenue  
Hopewell, NJ 08525  
United States

Billing Customer Number: 5673-9405-7232

Customer Contact: Dobromir Kamburov  
dobromir.kamburov@gmail.com

*Customer will promptly notify Google of any changes in address and contact information by sending a notice to their Google Contact including their Account and Agreement ID.*

Agreement Name: Doubleclick Ad Exchange Master Service Agreement

Agreement ID: 403606733824313

Product: AdExchange

Billing Method: Monthly Invoicing

Payment Terms (Payment due within the following number of days from invoice date): 30

*Customer is solely responsible for all activity in connection with Customer's billing account and any account that is linked with it (including, without limitation, all activity relating to the creation, modification, maintenance, and management of all accounts and budgets) regardless of whether such activity is performed by or on behalf of Customer.*

This Service Agreement will be governed by the Google DoubleClick Ad Exchange Program Terms ("Terms and Conditions") available at the following URL during the date(s) that the Ads under this Service Agreement are running:

<http://www.google.com/adxbuyer/terms>

Any capitalized terms not defined in this Service Agreement have the meanings assigned to them in the Terms and Conditions.

## **BILLING TERMS**

- 1) Google may, in its sole discretion, extend, revise or revoke credit for any Customer at any time.
- 2) Customer will be billed at the end of each month and must remit all payments under this Service Agreement to Google in accordance with the "Payment Terms" indicated on the first page of this Service Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

***If you are accepting, or have accepted this Service Agreement online, please ignore the signature block below.***

If you are faxing this Service Agreement to Google, please review, sign, and return to:

**Customer Signature**

Company: AdTradr Corporation

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Google Signature**

This Service Agreement will be effective as of the date stamped by Google above.



# Google DoubleClick Ad Exchange Buyer Terms

*Last updated on March 11, 2014*

These **Google DoubleClick Ad Exchange Buyer Terms** ("**Terms**") are entered into by Google Inc. ("**Google**") and the entity executing these Terms ("**Customer**"). These Terms will be incorporated by reference into each service agreement or placement order entered into between Customer and Google. These Terms govern Customer's participation in the Google DoubleClick Ad Exchange and any successor services ("**Programs**"). In consideration of the foregoing, the parties agree as follows:

1. **Programs.** Customer authorizes Google and its affiliates to place Customer's advertising materials and related technology (collectively "**Ads**" or "**Creative**") on any content or property (each a "**Property**") available through the Programs, whether provided by Google or its affiliates on behalf of itself or, as applicable, a third party ("**Partner**"). Customer is solely responsible for all: (i) Creative, (ii) Ad trafficking decisions and targeting decisions ("**Targets**"), (iii) Properties to which Creative directs viewers (e.g., landing pages) and the redirect (e.g., URLs) ("**Destinations**") and (iv) services and products advertised on Destinations (collectively "**Services**"). Google and its affiliates may make available to Customer certain Program features (e.g., geographic targeting) to assist with the selection of Targets. Customer is not required to use these features and, as applicable, may opt-in to or opt-out of usage of these features, but if Customer uses these features then Customer will be solely responsible for those Targets. Google or Partners may reject or remove a specific Ad or Target at any time for any or no reason. Google and its affiliates may modify or cancel Programs at any time. Customer acknowledges that Google or its affiliates may participate in Program auctions in support of its own services and products. Some Program features are identified as "**Beta**," "**Ad Experiment**," or as otherwise unsupported or confidential ("**Beta Features**"). Customer may not disclose any information from Beta Features or the terms or existence of any non-public Beta Features.
2. **Policies.** Customer is solely responsible for its use of the Programs (e.g., access to and use of Program accounts and safeguarding usernames and passwords) ("**Use**"). Program Use is subject to (i) the applicable Program guidelines available at [www.google.com/intl/en/doubleclick/adxbuyer/guidelines.html](http://www.google.com/intl/en/doubleclick/adxbuyer/guidelines.html), (ii) all applicable Partner policies made available by Google to Customer and (iii) if Customer offers to buy advertising inventory through the Program from Google's AdSense program, for that advertising inventory, applicable AdWords program policies located at [www.google.com/ads/policies](http://www.google.com/ads/policies) (collectively (i), (ii) and (iii), as modified from time to time, "**Policies**"). Some frequently asked Policy questions are answered by the following Policies: the Google Privacy Policy available at

[www.google.com/policies/privacy](http://www.google.com/policies/privacy); the Advertising Cookies Policy available at [www.google.com/ads/cookies](http://www.google.com/ads/cookies); the Trademark Guidelines available at [www.google.com/intl/en/permissions/guidelines.html](http://www.google.com/intl/en/permissions/guidelines.html); and the Requirements for Third Party Ad Serving available at [adwords.google.com/support/bin/answer.py?answer=94230](http://adwords.google.com/support/bin/answer.py?answer=94230). In connection with the Program, Google will comply with the Google Privacy Policy. Customer will not, and will not authorize any third party to, (i) generate automated, fraudulent or otherwise invalid impressions, inquiries, clicks or conversions or (ii) conceal conversions. For each Customer campaign placed through the Programs, the entity on whose Property the Ad was placed (Google or a Partner) may be provided with impression, click and price paid information which lists the associated Advertiser (as defined below) and Customer as the campaign buyer. Google may modify Ads (a) to make non-material changes or (b) as described in Policies. Any other modification to Ads may be requested by Google but requires Customer authorization, including without limitation by not exercising opt-out rights (e.g., for user interface or Ad quality experiments).

3. **Ad Serving.** (a) Customer will not provide Ads containing malware, spyware or any other malicious code or knowingly breach or circumvent any Program security measure. (b) Customer may utilize an Ad server solely for serving or tracking Ads. Customer is responsible for inputting Ad server tags so that they are materially functional. (c) Google will have no liability for a discrepancy between Google's impression count ("IC") under the Programs and the IC produced by Customer's Ad server.
4. **Ad Cancellation.** Unless a Policy or the Program user interface (the "UI") provides otherwise, either party may cancel any Ad at any time before the Ad auction. Cancelled Ads will generally cease serving within 8 business hours or as described in a Policy or UI, and Customer remains obligated to pay all charges resulting from served Ads. Customer must effect cancellation of Ads (i) online through Customer's account if the functionality is available, (ii) if this functionality is not available, with prior notice to Google via email to Customer's account representative or (iii) if Customer does not have an account representative, with prior notice to Google via email to [adx-buyside-support@google.com](mailto:adx-buyside-support@google.com).
5. **Warranty and Rights.** Customer warrants that (a) it holds, and hereby grants Google, its affiliates and Partners, the rights in Creative, Destinations and Targets for Google, its affiliates and Partners to operate the Programs and (b) all information provided by Customer is complete, correct and current. Customer authorizes Google and its affiliates to (i) automate retrieval and analysis of Destinations for the purposes of the Programs, unless Customer opts-out in a manner specified by Google and (ii) use automated means to retrieve data (including, without limitation, revenue and impression figures) from Customer's systems. Customer (x) will not alter, obscure, or otherwise manipulate any such revenue or impression data and (y) will provide all such revenue and impression data in the form and format requested by Google. Customer will provide Google with at least 4 weeks prior notice of, and Google must approve in advance, any changes to Customer's revenue and impression reporting format. Customer warrants that it is authorized to act on behalf of, and has bound to these Terms, third parties, if any, for which

Customer advertises in connection with these Terms ("**Advertiser**"). Customer will be liable for Advertiser's obligations under and breach of these Terms. Google may, upon request of an Advertiser, share Advertiser-specific information with Advertiser. If Customer is using a Program on its own behalf to advertise and not on behalf of an Advertiser, for that use Customer will be deemed to be both Customer and Advertiser.

6. **Payment.** Customer will pay all charges incurred in connection with the Program, in immediately available funds or as otherwise approved by Google, within thirty (30) days after the date of invoice, unless otherwise provided in a service agreement. Late payments bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. Customer will pay (i) all taxes and other government charges and (ii) reasonable expenses and attorneys' fees Google incurs in collecting late payments that are not disputed in good faith. Charges are solely based on Google's measurements for the Programs and the applicable billing metrics (e.g., clicks or impressions), including without limitation, where applicable, measurements resulting from Google's automated retrieval of data (including, without limitation, revenue and impression figures) from Customer's systems. Any portion of a charge not disputed in good faith must be paid in full. Customer may not offset any payment due under these Terms against any other payment to be made under these Terms. Google may offset any charges invoiced in the immediately subsequent invoice, to account for adjustments in revenue and impression figures retrieved from Customer's systems. Google may, in its sole discretion, extend, revise or revoke credit at any time. Google is not obligated to deliver any Ads in excess of any credit limit. If Google does not deliver Ads to the selected Targets, then Customer's sole remedy is to make a claim for advertising credits within 60 days after the invoice date ("**Claim Period**"), after which Google will issue the credits following claim validation. Customer understands that third parties may generate impressions or clicks on Customer's Ads for prohibited or improper purposes and that its sole remedy is to make a claim for advertising credits within the Claim Period, after which Google will issue the credits following claim validation. TO THE FULLEST EXTENT PERMITTED BY LAW, (A) CUSTOMER WAIVES ALL CLAIMS RELATING TO ANY PROGRAM CHARGES UNLESS A CLAIM IS MADE WITHIN THE CLAIM PERIOD AND (B) THE ISSUANCE OF ADVERTISING CREDITS (IF ANY) IS AT GOOGLE'S REASONABLE DISCRETION.
7. **Privacy.** (a) Customer must maintain, and will require that all third parties that collect data through Ads maintain a publicly available online privacy policy that provides notice of data collection practices related to its Ad campaigns booked through the Program, including without limitation use of a cookie, web beacon or other tracking mechanisms. (b) Where requested in the Program UI, Customer will identify those third parties that act as Ad servers, research vendors or otherwise collect data through the relevant Ad campaign, ensuring that this list is at all times complete, correct and current. (c) Customer will not alter, and will prohibit third parties from altering, any Ad tags to pass information to Google that Google could use or recognize as personally identifiable information. (d) Google may migrate data derived from Customer's use of the Admeld services and the DoubleClick Ad Exchange to the Programs. Any data migrated to

the Programs will be solely subject to these Terms. (e) Google will take reasonable steps to ensure that an end user is provided with clear and comprehensive information about, and gives consent to, the storing and accessing of cookies and other information on the end user's device where such activity occurs in connection with the Programs and where providing such information and obtaining such consent is required by law.

8. **Disclaimers.** EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAMS AND GOOGLE AND PARTNER PROPERTIES ARE PROVIDED "AS IS" AND AT CUSTOMER'S OPTION AND RISK AND NONE OF GOOGLE, ITS AFFILIATES OR GOOGLE'S PARTNERS MAKE ANY GUARANTEE IN CONNECTION WITH THE PROGRAMS OR PROGRAM RESULTS.
9. **Limitation of Liability.** EXCEPT FOR SECTION 10 AND CUSTOMER'S BREACHES OF SECTIONS 3(A), 12(D) OR THE LAST SENTENCE OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM: (a) NO PARTY OR ITS AFFILIATES MAY BE HELD LIABLE UNDER THESE TERMS OR ARISING OUT OF OR RELATED TO PERFORMANCE OF THESE TERMS FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY; AND (b) OTHER THAN CUSTOMER'S PAYMENT OBLIGATIONS UNDER THESE TERMS, NO PARTY OR ITS AFFILIATES MAY BE HELD LIABLE FOR DAMAGES UNDER THESE TERMS ARISING FROM ANY GIVEN EVENT OR SERIES OF CONNECTED EVENTS IN THE AGGREGATE OF MORE THAN THE AMOUNT PAYABLE TO GOOGLE BY CUSTOMER UNDER THE TERMS IN THE THIRTY DAYS BEFORE THE DATE OF THE ACTIVITY FIRST GIVING RISE TO THE CLAIM.
10. **Indemnification.** Customer will defend, indemnify and hold harmless Google, its Partners, agents, affiliates and licensors from any third party claim or liability arising out of or related to Targets, Creative, Destinations, Services and Use and breach of these Terms by (i) Customer, (ii) Advertisers, (iii) creators of content for Advertisers and (iv) Ad servers and research vendors (other than Google) used by Customer and Advertisers in connection with the Programs. Customer will also ensure compliance with the obligations set forth in Section 7(b). Partners are intended third party beneficiaries of this Section.
11. **Term.** Google may modify these Terms at any time without liability. The modified Terms will be posted at [www.google.com/intl/en/doubleclick/adxbuyer/terms.html](http://www.google.com/intl/en/doubleclick/adxbuyer/terms.html). Customer should look at these Terms regularly. The changes to the Terms will not apply retroactively and will become effective seven (7) days after posting. However, changes specific to new functionality or changes made for legal reasons will be effective immediately upon notice. Either party may terminate these Terms at any time with notice to the other party, but (i) campaigns not cancelled under Section 4 and new campaigns may be run and reserved and (ii) continued Program Use is, in each case subject to Google's then standard terms and conditions for the Program



available at [www.google.com/intl/en/doubleclick/adxbuyer/terms.html](http://www.google.com/intl/en/doubleclick/adxbuyer/terms.html). Google may suspend Customer's ability to participate in the Programs at any time with notice to Customer. In all cases, the running of any Customer campaigns after termination is in Google's sole discretion.

12. **Miscellaneous.** (a) CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CHOICE OF LAW RULES, WILL GOVERN ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAMS. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAMS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA, AND THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS. (b) Nothing in these Terms will limit a party's ability to seek equitable relief. (c) These Terms are the parties' entire agreement relating to its subject and supersede any prior or contemporaneous agreements on that subject, including without limitation, any such agreements entered into with Admeld LLC (formerly known as AdMeld Inc.). (d) No party may make any public statement regarding the relationship contemplated by these Terms. (e) All notices of termination or breach must be in writing and addressed to the other party's Legal Department. The email address for notices being sent to Google's Legal Department is [legal-notices@google.com](mailto:legal-notices@google.com). All other notices must be in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable). These notice requirements do not apply to legal service of process, which is instead governed by applicable law. (f) Except for modifications to these Terms by Google under Section 11, all amendments must be agreed to by both parties and expressly state that they are amending these Terms. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms. If any provision of these Terms is found unenforceable, the balance of the Terms will remain in full force and effect. (g) Neither party may assign any part of these Terms without the written consent of the other party, except to an affiliate but only where (I) the assignee agrees in writing to be bound by these Terms, (II) the assigning party remains liable for obligations under these Terms if the assignee defaults on them, and (III) the assigning party has notified the other party of the assignment. Any other attempt to transfer or assign is void. (h) Except as expressly listed in Section 10, there are no third-party beneficiaries to these Terms. (i) These Terms do not create any agency, partnership or joint venture among the parties. (j) Sections 1 (last sentence only), 6, 8, 9, 10, 11 and 12 will survive expiration or termination of these Terms. (k) Except for payment obligations, no party or its affiliates is liable for inadequate performance to the extent caused by a condition that was beyond its reasonable control.